

**AMENDMENT  
TO THE  
Administrative Services Agreement  
for Plan Number 108380**

This Amendment to the Administrative Services Agreement ("Agreement") for Plan number 108380 (the "Plan") is entered by and between City of Carrollton ("Employer") and ICMA Retirement Corporation ("RC"), effective as of the date of execution by the Employer below ("Execution Date").

**WHEREAS**, the Employer sponsors the Plan on behalf of its eligible employees and retirees; and

**WHEREAS**, the Employer entered the Agreement to engage RC to provide administrative services and investments for the Plan under the terms specified in the Agreement; and

**WHEREAS**, the parties wish to amend the Agreement to provide for an elimination of the Plan Administration fee and the Mutual Funds Fee paid under the Agreement for the Plan over the term of the Agreement contingent on the Employer's use of EZLink for enrollment and contribution processing over the term of the Agreement; and

**WHEREAS**, Section 10(a) of the Agreement provides that the Agreement may be amended pursuant to a written instrument signed by the parties;

**NOW, THEREFORE**, the Agreement is hereby amended as follows:

**FIRST**

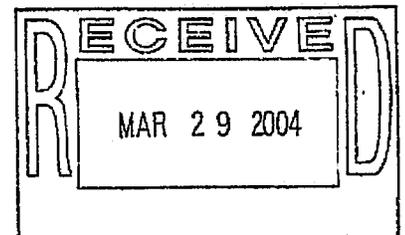
Section 6 of the Agreement, titled "Compensation and Payment" is amended by replacing subsections (a) and (d) with the following:

(a) Plan Administration Fee. The amount to be paid for plan administration services under this Agreement shall be as follows:

The amount to be paid for plan administration services under this Agreement shall be 0.00% per annum of the amount of Plan assets invested in the Trust.

(d) Mutual Fund Services Fee. There is an annual charge of 0.0% assessed against average daily net Plan assets invested in the Trust's Mutual Fund Series.

The compensation and payment set forth in this Section 6 is contingent upon Employer's continued use of EZLink for enrollment and contribution processing over the term of the Agreement.



**SECOND**

Section 9 of the Agreement, titled "Term" is amended to provide as follows:

This Agreement shall be in effect for an initial term beginning on the Execution Date and ending 5 years after the Execution Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.

The fee amendment will take effect in the calendar quarter following the Retirement Corporation's receipt of one fully-executed copy of this Amendment based upon the following schedule:

- Received by February 20:           Effective April
- Received by May 20:               Effective July
- Received by August 20:           Effective October
- Received by November 20:       Effective January

In all other respects, the Agreement is hereby ratified and affirmed.

IN WITNESS WHEREOF, Employer has caused this Amendment to be executed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

CITY OF CARROLLTON

By: *Beth Little Bormann* *vic*

Print Name: Beth Little Bormann

Title: ASSISTANT CITY MANAGER

ICMA RETIREMENT CORPORATION

by:

*Paul F. Gallagher*

Paul Gallagher  
Corporate Secretary